

EXHIBIT "A"

Eve H. Karasik

From: Eve H. Karasik
Sent: Tuesday, December 17, 2019 5:37 PM
To: Garrett Fail; Project.Blue.Admin.team@weil.com;
searsadminconsentprogram@miiipartners.com
Cc: Eve H. Karasik
Subject: Sears - Admin Claim Consent Program - Reconciliation Request Information for Certified Capital
Attachments: Certified Capital, LP POC (filed) Electronic Proof of Claim_YOE\$X27384_encrypted_.pdf;
ATT00001.htm

All - attached is the proof of claim filed by Certified Capital in the Sears/Kmart cases. It has a spreadsheet at the back that divides the claim into portions, including an administrative expense portion. The administrative expense portion provides specific detail of the components that make up the claim by line item.

Certified Capital was a long term Kmart landlord so I am hopeful that you have accessible books and records to confirm the spreadsheet line items. If you need more detail from Certified for the reconciliation, please advise as soon as possible.

Best,

Eve

Eve H. Karasik
Levene, Neale, Bender, Yoo & Brill L.L.P.
10250 Constellation Blvd., Suite 1700
Los Angeles, CA 90067
Main: 310 229-1234 Direct: 310-229-3350
Cell: 310-614-5144 Fax: 310 229-1244
EHK@LNBYB.COM

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

Fill in this information to identify the case (Select only one Debtor per claim form):

<input type="checkbox"/> Sears Holdings Corporation (18-23538)	<input type="checkbox"/> Kmart Corporation (18-23549)	<input type="checkbox"/> Sears, Roebuck de Puerto Rico, Inc. (18-23561)	<input type="checkbox"/> MyGofer LLC (18-23573)	<input type="checkbox"/> Kmart.com LLC (18-23585)
<input type="checkbox"/> Sears, Roebuck and Co. (18-23537)	<input type="checkbox"/> MaxServ, Inc. (18-23550)	<input type="checkbox"/> SYW Relay LLC (18-23562)	<input type="checkbox"/> Sears Brands Business Unit Corporation (18-23574)	<input type="checkbox"/> Sears Brands Management Corporation (18-23586)
<input type="checkbox"/> Kmart Holding Corporation (18-23539)	<input type="checkbox"/> Private Brands, Ltd. (18-23551)	<input type="checkbox"/> Wally Labs LLC (18-23563)	<input type="checkbox"/> Sears Holdings Publishing Company, LLC (18-23575)	<input type="checkbox"/> SHC Licensed Business LLC (18-23616)
<input type="checkbox"/> Kmart Operations LLC (18-23540)	<input type="checkbox"/> Sears Development Co. (18-23552)	<input type="checkbox"/> Big Beaver of Florida Development, LLC (18-23564)	<input type="checkbox"/> Kmart of Michigan, Inc. (18-23576)	<input type="checkbox"/> SHC Promotions LLC (18-23630)
<input type="checkbox"/> Sears Operations LLC (18-23541)	<input type="checkbox"/> Sears Holdings Management Corporation (18-23553)	<input type="checkbox"/> California Builder Appliances, Inc. (18-23565)	<input type="checkbox"/> SHC Desert Springs, LLC (18-23577)	<input type="checkbox"/> SRe Holding Corporation (19-22031)
<input type="checkbox"/> ServiceLive, Inc. (18-23542)	<input type="checkbox"/> Sears Home & Business Franchises, Inc. (18-23554)	<input type="checkbox"/> Florida Builder Appliances, Inc. (18-23566)	<input type="checkbox"/> SOE, Inc. (18-23578)	
<input type="checkbox"/> A&E Factory Service, LLC (18-23543)	<input type="checkbox"/> Sears Home Improvement Products, Inc. (18-23555)	<input type="checkbox"/> KBL Holding Inc. (18-23567)	<input type="checkbox"/> StarWest, LLC (18-23579)	
<input type="checkbox"/> A&E Home Delivery, LLC (18-23544)	<input type="checkbox"/> Sears Insurance Services, L.L.C. (18-23556)	<input type="checkbox"/> KLC, Inc. (18-23568)	<input type="checkbox"/> STI Merchandising, Inc. (18-23580)	
<input type="checkbox"/> A&E Lawn & Garden, LLC (18-23545)	<input type="checkbox"/> Sears Procurement Services, Inc. (18-23557)	<input type="checkbox"/> Sears Protection Company (Florida), L.L.C. (18-23569)	<input type="checkbox"/> Troy Coolidge No. 13, LLC (18-23581)	
<input type="checkbox"/> A&E Signature Service, LLC (18-23546)	<input type="checkbox"/> Sears Protection Company (18-23558)	<input type="checkbox"/> Kmart of Washington LLC (18-23570)	<input type="checkbox"/> BlueLight.com, Inc. (18-23582)	
<input type="checkbox"/> FBA Holdings Inc. (18-23547)	<input type="checkbox"/> Sears Protection Company (PR) Inc. (18-23559)	<input checked="" type="checkbox"/> Kmart Stores of Illinois LLC (18-23571)	<input type="checkbox"/> Sears Brands, L.L.C. (18-23583)	
<input type="checkbox"/> Innovel Solutions, Inc. (18-23548)	<input type="checkbox"/> Sears Roebuck Acceptance Corp. (18-23560)	<input type="checkbox"/> Kmart Stores of Texas LLC (18-23572)	<input type="checkbox"/> Sears Buying Services, Inc. (18-23584)	

Proof of Claim

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Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense, other than a claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9). Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Certified Capital, LP</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor <u>Certified Capital, LP (f/k/a the Libaw Family, LP)</u>	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? <u>Levene, Neale, Bender, Yoo & Brill L.L.P.</u> <u>c/o Eve H. Karasik and Jeffrey S. Kwong</u> <u>10250 Constellation Bl, #1700</u> <u>Los Angeles, CA 90067</u> Contact phone <u>310-229-1234</u> Contact email <u>EHK@LNBYB.COM</u>	Where should payments to the creditor be sent? (if different) <u>Certified Capital LP</u> <u>c/o Lisa Calabrese</u> <u>Pomerantz, Kavinoky & Company</u> <u>6351 Owensmouth Avenue</u> <u>Woodland Hills, CA 91367</u> Contact phone <u>818-712-0300</u> Contact email <u>LCALABRESE@PKMCPAS.COM</u>
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?

☒ No

☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim?

\$ 290,138.31

Does this amount include interest or other charges?

☐ No

☒ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim?

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or creditcard.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

Lease - see attachment

9. Is all or part of the claim secured?

☒ No

☐ Yes. The claim is secured by a lien on property.

Nature of property:

☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____

Amount of the claim that is secured: \$ _____

Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %

☐ Fixed

☐ Variable

10. Is this claim based on a lease?

☐ No

☒ Yes. Amount necessary to cure any default as of the date of the petition. \$ Rejected see attach

11. Is this claim subject to a right of setoff?

☒ No

☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)? ☐ No ☒ Yes. Check one:

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). \$ _____

☐ Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). \$ _____

☐ Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). \$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). \$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). \$ _____

☒ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies. \$ 70,669.50

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)? ☒ No ☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. \$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- ☐ I am the creditor.
☒ I am the creditor's attorney or authorized agent.
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Signature: Eve H. Karasik
Eve H. Karasik (Aug 9, 2019)

Email: EHK@LNBYB.COM

Signature
Print the name of the person who is completing and signing this claim:
Name of the person who is completing and signing this claim:

Name Eve H. Karasik
First name Middle name Last name

Title Counsel to Claimant

Company Levene, Neale, Bender, Yoo & Brill L.L.P.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 10250 Constellation Blvd. Suite 1700
Number Street

Los Angeles CA 90067
City State ZIP Code

Contact phone 310-229-1234 Email EHK@LNBYB.COM

Attach Supporting Documentation (limited to a single PDF attachment that is less than 5 megabytes in size and under 100 pages):

☒ have supporting documentation.
(attach below)

☐ do not have supporting documentation.



Attachment

PLEASE REVIEW YOUR PROOF OF CLAIM AND SUPPORTING DOCUMENTS AND REDACT ACCORDINGLY PRIOR TO UPLOADING THEM. PROOFS OF CLAIM AND ATTACHMENTS ARE PUBLIC DOCUMENTS THAT WILL BE AVAILABLE FOR ANYONE TO VIEW ONLINE.

IMPORTANT NOTE REGARDING REDACTING YOUR PROOF OF CLAIM AND SUPPORTING DOCUMENTATION When you submit a proof of claim and any supporting documentation you must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. The responsibility for redacting personal data identifiers (as defined in Federal Rule of Bankruptcy Procedure 9037) rests solely with the party submitting the documentation and their counsel. Prime Clerk and the Clerk of the Court will not review any document for redaction or compliance with this Rule and you hereby release and agree to hold harmless Prime Clerk and the Clerk of the Court from the disclosure of any personal data identifiers included in your submission. In the event Prime Clerk or the Clerk of the Court discover that personal identifier data or information concerning a minor individual has been included in a pleading, Prime Clerk and the Clerk of the Court are authorized, in their sole discretion, to redact all such information from the text of the filing and make an entry indicating the correction.

Modified Form 410

Instructions for Proof of Claim

United States Bankruptcy Court

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These instructions and definitions generally explain the law. In certain circumstances, such as bankruptcy cases that debtors do not file voluntarily, exceptions to these general rules may apply. You should consider obtaining the advice of an attorney, especially if you are unfamiliar with the bankruptcy process and privacy regulations.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both.
18 U.S.C. §§ 152, 157 and 3571.

How to fill out this form

- Fill in all of the information about the claim as of the date the case was filed.
- Fill in the caption at the top of the form.
- If the claim has been acquired from someone else, then state the identity of the last party who owned the claim or was the holder of the claim and who transferred it to you before the initial claim was filed.
- Attach any supporting documents to this form.
Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of *redaction* on the next page.)
Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called "Bankruptcy Rule") 3001(c) and (d).
- Do not attach original documents because attachments may be destroyed after scanning.
- If the claim is based on delivering health care goods or services, do not disclose confidential health care information. Leave out or redact confidential information both in the claim and in the attached documents.

- A Proof of Claim form and any attached documents must show only the last 4 digits of any social security number, individual's tax identification number, or financial account number, and only the year of any person's date of birth. See Bankruptcy Rule 9037.
- For a minor child, fill in only the child's initials and the full name and address of the child's parent or guardian. For example, write *A.B., a minor child (John Doe, parent, 123 Main St., City, State)*. See Bankruptcy Rule 9037.

Confirmation that the claim has been filed

To receive confirmation that the claim has been filed, either enclose a stamped self-addressed envelope and a copy of this form. You may view a list of filed claims in this case by visiting the Claims and Noticing Agent's website at <http://restructuring.primeclerk.com/sears>.

Understand the terms used in this form

Administrative expense: Generally, an expense that arises after a bankruptcy case is filed in connection with operating, liquidating, or distributing the bankruptcy estate.
11 U.S.C. § 503.

Claim: A creditor's right to receive payment for a debt that the debtor owed on the date the debtor filed for bankruptcy.
11 U.S.C. § 101 (5). A claim may be secured or unsecured.

Claim Pursuant to 11 U.S.C. §503(b)(9): A claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of the Debtor's business. Attach documentation supporting such claim.

Creditor: A person, corporation, or other entity to whom a debtor owes a debt that was incurred on or before the date the debtor filed for bankruptcy. 11 U.S.C. §101 (10).

Debtor: A person, corporation, or other entity who is in bankruptcy. Use the debtor's name and case number as shown in the bankruptcy notice you received. 11 U.S.C. § 101 (13).

Evidence of perfection: Evidence of perfection of a security interest may include documents showing that a security interest has been filed or recorded, such as a mortgage, lien, certificate of title, or financing statement.

Information that is entitled to privacy: A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, an individual's tax identification number, or a financial account number, only the initials of a minor's name, and only the year of any person's date of birth. If a claim is based on delivering health care goods or services, limit the disclosure of the goods or services to avoid embarrassment or disclosure of confidential health care information. You may later be required to give more information if the trustee or someone else in interest objects to the claim.

Priority claim: A claim within a category of unsecured claims that is entitled to priority under 11 U.S.C. §507(a). These claims are paid from the available money or property in a bankruptcy case before other unsecured claims are paid. Common priority unsecured claims include alimony, child support, taxes, and certain unpaid wages.

Proof of claim: A form that shows the amount of debt the debtor owed to a creditor on the date of the bankruptcy filing. The form must be filed in the district where the case is pending.

Redaction of information: Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to **privacy** on the *Proof of Claim* form and any attached documents.

Secured claim under 11 U.S.C. §506(a): A claim backed by a lien on particular property of the debtor. A claim is secured to the extent that a creditor has the right to be paid from the property before other creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the creditor has a lien. Any amount owed to a creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of 1325(a).

Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment may be a lien.

Setoff: Occurs when a creditor pays itself with money belonging to the debtor that it is holding, or by canceling a debt it owes to the debtor.

Unsecured claim: A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a creditor has a lien.

Offers to purchase a claim

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the debtor. A creditor has no obligation to sell its claim. However, if a creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.) that apply, and any orders of the bankruptcy court that apply.

Please send completed Proof(s) of Claim to:

Sears Holdings Corporation Claims Processing Center
c/o Prime Clerk LLC
850 3rd Avenue, Suite 412
Brooklyn, NY 11232

Do not file these instructions with your form

**In re Sears Holdings Corporation, et al.,
Chapter 11 Case No. Case No. 18-23538 (RDD)
(Jointly Administered)
ATTACHMENT TO PROOF OF CLAIM**

1. By that certain lease dated August 12, 1970 (together with any amendments, modifications, renewals and guaranties, the “Lease”), Certified Capital, LP (the “Landlord”) leased certain non-residential property located at 3701 Broadway Street, Quincy, Illinois (the “Premises”) to Kmart Stores of Illinois LLC (the “Debtor” or “Kmart”).

2. Kmart and certain of its affiliates filed for bankruptcy protection on October 15, 2018 (the “Petition Date”).

3. Pursuant to the Court’s “*Order Approving The Rejection Of Unexpired Lease Of Nonresidential Real Property And Abandonment Of Property In Connection Therewith (3701 Broadway Street, Quincy Illinois)*” [Doc. No. 4551], the Lease was rejected effective as of April 30, 2019 (the “Rejection Date”).

4. The Landlord’s total claim for amounts due and owing from the Debtor under the Lease for, among other things, rent collected by the Debtor on behalf of the Landlord, real property tax, and other charges is \$290,138.31. A true and correct copy of the “Account Balance Summary” detailing the amounts owing by Kmart to the Landlord (the “Account Balance Summary”) is attached as **Exhibit “A”** hereto.

5. The amounts detailed in the Account Balance Summary consists of the following:

- a. Pre-petition arrearage in the sum of: \$99,617.73;
- b. Post-petition administrative expense claim in the sum of \$70,669.50; and
- c. Rejection damages pursuant to 11 U.S.C. § 502(b)(6) in the sum of \$119,851.08.

6. Specifically, the administrative claim of the Landlord for the period of October 15, 2018 to April 30, 2019 – consisting of, among other things: (1) rents collected by Kmart from other parties using the Landlord’s property after rejection of the Lease; and (2) unpaid post-petition taxes and/or other charges – constitutes “actual, necessary cost[s] and expenses of preserving the estate”

under 11 U.S.C. § 503(b)(1)(A) for the Debtor's post-petition use of the Premises.

7. Further, in accordance with Section 28 of the Lease, the Landlord is entitled to recover additional amounts for legal fees and expenses incurred in these bankruptcy cases. *See* (Lease § 28) ("Tenant shall indemnify and save Landlord harmless against all penalties, claims or demands of whatsoever nature arising from Tenant's use of the demised premises, except those which shall result, in whole or in part, and directly or indirectly, from the default or negligence of Landlord."); *see In re Filene's Basement*, 2013 WL 620288 (Bankr. D. Del. 2013) (considering, but not deciding, the indemnity issue because it would require the court to decide whether "indemnification 'presumes an obligation to a third party that triggers the indemnitor's obligation to the indemnitee,'" a question that would ultimately turn on the application of state law). Although the landlord's administrative claim for legal fees and expenses are not included in this proof of claim, by this reference, the Landlord hereby reserves any and all rights to assert these amounts in any subsequently filed amendment to this proof of claim.

8. In addition, the Landlord is entitled to any unpaid rent and other damages arising from the rejection of the Lease, including the non-performance of certain obligations associated with the Lease. Pursuant to 11 U.S.C. § 502(b)(6), the Landlord is entitled to the rent reserved under the Lease "for the greater of one year, or 15 percent, not to exceed three years, of the remaining term of such lease[.]" 11 U.S.C. § 502(b)(6). Here, the one year's rent reserved in the Lease is estimated to be \$119,851.08, which amount is greater than rent for 15% of the remaining Lease Term (not exceeding three years).

9. The above-mentioned amounts are reflected in the Landlord's books and records as of the date of the filing of this proof of claim. In addition, to the extent applicable, there may be other amounts that are or may come due, such as for year-end adjustments (*e.g.*, 2019 real property taxes), other rents, deferred maintenance or other expenses, and indemnification or reimbursement claims. The Landlord reserves the right to amend this proof of claim at any time for any reason.

10. The Landlord reserves all rights it may now or any time hereafter have against Kmart, or any other entity or person, and any property held by Kmart or any such entity or person.

This claim is not intended to be, and shall not be construed as: (1) an election of remedies; (2) a waiver of defaults; or (3) a waiver of limitation on any rights, remedies, claims, or interests of the Landlord. The Landlord reserves any and all rights (and any other claims it may file in Kmart's or its related entities' bankruptcy cases), including, but not limited to, the right to (a) amend, update, or supplement this proof of claim at any time and in any respect; (b) file additional proofs of claim; (c) file requests for the payment of administrative or priority expenses in accordance with 11 U.S.C. §§ 365, 503, 507; and (d) amend, update, or supplement the proof of claim to include additional amounts due and owing under the Lease and related documents.

11. By filing this proof of claim, the Landlord does not submit to the jurisdiction of this Court for any purpose other than with respect to this claim, and the Landlord does not waive, and specifically preserves all of its procedural and substantive defenses to, any claim that may be asserted against the Landlord by Kmart or its related entities, including any defense based upon the lack of jurisdiction of this Court to entertain such a claim.

12. Additional documents, including a copy of the Lease, are available upon request.

13. **Any objection to this proof of claim** must be served on:

Eve H. Karasik
Jeffrey S. Kwong
LEVENE, NEALE, BENDER, YOO & BRILL L.L.P.
10250 Constellation Boulevard, Suite 1700
Los Angeles, California 90067

and

Certified Capital LP
c/o Lisa Calabrese
Pomerantz, Kavinsky & Company
6351 Owensmouth Avenue
Woodland Hills, CA 91367

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14. Any other communications about this proof of claim should be directed to:

Eve H. Karasik
Jeffrey S. Kwong
LEVENE, NEALE, BENDER, YOO & BRILL L.L.P.
Telephone: (310) 229-1234
Email: EHK@LNBYB.COM; JSK@LNBYB.COM

Sears Holdings Corporation et al.

Account Balance Summary
As Of 8/5/2019

Petition Date 10/15/2018
Rejection Date 4/30/2019

Due Date	Remark	Amount	Payment	Balance	Total	Cumulative Balance**
Pre-Petition (Before 10/15/18)						
1/1/18 to 10/14/18 (286 days)	Reagan Parcel - 2018 Taxes	84,685.23	-	84,685.23	84,685.23	84,685.23
1/1/18 to 10/14/18 (286 days)	Certified Parcel - 2018 Taxes	14,932.50	-	14,932.50	14,932.50	99,617.73
Post-Petition	Maintenance	Rights Reserved	-	-	-	99,617.73
Rejection						
	Rejection (One Year)	119,851.08	-	119,851.08	119,851.08	219,468.81
Administrative Post-Petition (10/15/18 to 4/30/19)						
10/15/18 to 12/31/18 (77 days)	Reagan Parcel - 2018 Taxes	22,799.87	-	22,799.87	22,799.87	242,268.68
1/1/19 to 4/30/19 (119 days)	Reagan Parcel - 2019 Taxes (Approximate, Based On 2018 Assessment)	35,236.16	-	35,236.16	35,236.16	277,504.85
10/15/18 to 12/31/18 (77 days)	Certified Parcel - 2018 Taxes	4,020.29	-	4,020.29	4,020.29	281,525.14
1/1/19 to 4/30/19 (119 days)	Certified Parcel - 2019 Taxes (Approximate, Based On 2018 Assessment)	6,213.17	-	6,213.17	6,213.17	287,738.31
May 2019 to July 2019	Food Truck - Rent Collected By Debtor On Behalf Of Landlord	2,400.00	-	2,400.00	2,400.00	290,138.31
Post-Petition	Maintenance	Rights Reserved	-	-	-	290,138.31
Post-Petition	Attorneys' Fees and Expenses ("Tenant Indemnifies Landlord," Section 28 of Lease)	Rights Reserved	-	-	-	290,138.31
Total		290,138.31	-	290,138.31	290,138.31	

**The Landlord hereby reserves all rights to amend this Account Balance Summary to, among other things, update its claim and/or assert additional unpaid amounts accrued for damages, late fees, interest, and attorneys' fees and costs.